APPENDIX D

SAMPLE MEMORANDUM OF AGREEMENT (MOA)

(This MOA template is provided as a GUIDELINE to assist the DAG or the Host MOA development team in drafting and finalizing MOAs. This is not meant to be a comprehensive or arbitrary format and must be supplemented to meet the needs of each training configuration. Provisions of each paragraph are subject to negotiation except regulatory provisions)

MEMORANDUM OF AGREEMENT BETWEEN

INTERSERVICE TRAINING REVIEW ORGANIZATION (ITRO)
MEMORANDUM OF AGREEMENT (MOA)

AMONG

THE UNITED STATES ARMY (USA)
AND

UNITED STATES NAVY (USN)

ΔNΓ

UNITED STATES AIR FORCE (USAF)

AND

UNITED STATES MARINE CORPS (USMC)

AND

UNITED STATES COAST GUARD (USCG)

- 1. **SUBJECT**: Consolidation and/or collocation of (title of training) at (host site).
- 2. **PURPOSE**: The purpose of this MOA is to establish host and participating Services' responsibilities, agreements, and understandings for the conduct of operations associated with the following:
 - (1) Consolidated Courses Course Title(s)
 - (a) Army (Service course number)
 - (b) Navy (Service course number)
 - (c) Air Force (Service course number)
 - (d) Marine Corps: (Service course number)
 - (e) Coast Guard: (Service course number)
 - b. Collocated Courses
 - (1) Army (Service title and number)
 - (2) Navy (Service title and number)
 - (3) Air Force (Service title and number)
 - (4) Marine Corps: (Service title and number)
 - (5) Coast Guard: (Service title and number)
- 3. AUTHORITY/REFERENCES (As appropriate)
- a. AR 351-9 (Army), OPNAVINST 1500.27E (Navy), AFI 36-2230(I) (Air Force), Interservice Training, dated _28 Aug 98_____.
 - b. Interservice Training Review Organization (ITRO) Procedures Manual, dated _____
 - c. Standards Manual for Health Care Interservice Training, dated July 99
- d. Interservice Training Review Organization (ITRO) Detailed Analysis Group Study Report of Findings dated _____.
 - e. DODI 4000.19, Interservice and Intergovernmental Support.
 - f. Air Force: AFI 25-201; AF Policy Directive 25-2.
 - g. DOD Directive 4165.63-M.
 - h. Other pertinent documents
- 4. BACKGROUND:
 - a. (General history)
 - b. (General history continued)
- c. The consolidation/collocation of the (title of training) was approved by the (cite Deputy Executive Board (DEB), Executive Board (EB), and/or Defense Medical Readiness Training and Education Council (DMRTEC) meeting or specific Executive Order).
- 5. GENERAL:

- a. **SCOPE**. This MOA establishes the relationships, policies, guidelines, and procedures for the sustainment of training, training development, student and permanent part personnel support, training equipment acquisition, transfer and maintenance support, academic support, and non-academic facilities at (insert location). Actions and agreements herein apply only to the participating parties and are not intended to supersede existing regulations or agreements.
- b. <u>CONCEPT</u>. Consolidated courses are jointly owned and decisions impacting this training will be made with the involvement of all participating Services. Although the parent Service controls collocated courses, changes to these programs must consider the impact on the Host Service.

c. **ASSUMPTIONS**

- (1) The Service (at the host command and location) is the provider and host of the (title of training).
- (2) The (participating Services), along with the host Service personnel, are the receivers of this training.
 - (3) Other federal and nonfederal governmental agencies may have the opportunity to obtain (title of specialty) training when properly negotiated.
 - (4) Services may identify specific occupational specialties impacted by this MOA.
 - (5) Expansion capabilities for mobilization contingencies and surge capability have been considered.

6. AGREEMENTS/POLICIES

a. **COURSE ADMINISTRATION**

- (1) **ENROLLMENT**. Students arriving at the host command without previously being enrolled in a course become the sole responsibility of the participating Service command, including lodging and all other services, until they are enrolled in a course and that course begins. If their respective Service chooses not to wait until a course position is open, the cost of moving these students to another base will be borne by their respective service. (Enrolled in the context of this paragraph means that the student has official orders that identify the course to be attended and specifies class start date.
- (2) PERFORMANCE **STANDARDS**. The host and participating Services will jointly determine and establish policies and procedures governing consolidated course-specific academic standards. These policies and procedures will be delineated in the student evaluation plan. The plan will explain and illustrate the procedures and policies affecting each student and how they progress through training and will be used as a basis for determining elimination or setback. It may include both academic and nonacademic facets. This plan will be evaluated on an annual basis and be a formal document. A copy of the student evaluation plan will be given to each student during course orientation.
- (3) **TRAINING RESPONSIBILITY.** The content of consolidated courses is a mutually agreed upon set of topics that are specific in nature to the (title of training). All documentation and course control material will conform to the host standard, except as agreed to by Detailed Analysis Group (DAG) members. All course documentation will be made available to appropriate service personnel as needed. Each service has responsibility for developing, conducting, and resourcing Service-specific training in accordance with ITRO procedures. Each Service will provide required Service-specific material.
- (4) **COURSE CHANGES.** Each Service will ensure other Services are provided adequate notification of any major new training requirements mandated by higher headquarters. These changes will be mutually accepted prior to incorporation in the consolidated curriculum and approved in accordance with ITRO manuals. A review/validation of the curricula will be accomplished (negotiate mutually agreed timeframe) by the host and each participating Service. Service-specific training areas will be coordinated in accordance with that Service's policies and procedures.

(5) **CURRICULUM REVIEW**

- (a) Curriculum review will be conducted in accordance with the Interservice Training directive and the ITRO Procedures Manual. .
- (b) . NOTE: When a course is consolidated, it is owned jointly not just by the host Service.
- (6) **STUDENT SELECTION.** Selection of students will be at the discretion of each Service. The Host Service will not change minimum consolidated course prerequisites for students without approval of the participating Services. Additional prerequisites and requirements may be imposed on personnel by their parent Service.

- (7) **JOINT ADVISORY GROUP**. Services may establish Joint Advisory Groups as necessary. Describe functions here if required.
- (8) **STUDENT ALLOCATION.** Yearly student course allocation for each Service shall not exceed ceilings as established annually by the Services. Participating Services will submit their training requirements to the Host Service in accordance with Host Service programming cycle. Unused quotas will be turned in to the host and redistributed among the Services based on identified need.
- (9) **STUDENT RECORDS.** All educational records will become and remain the property of the host. The host will provide educational record information to the participating Services.
 - (10) **STUDENT HANDBOOK** Develop/use as required.
- (11)**TRAINING DOWNTIME**. In the event there is host commander authorized downtime in training, the course will participate if possible.
- (12) CERTIFICATES OF COMPLETION/AWARDS/DIPLOMAS. The host shall issue certificates of completion. Academic honors criteria for awards (top/ distinguished graduate and course awards) will be applied to all students regardless of Service. These should be presented in an appropriate graduation ceremony. Certificates of course completion and awards will be entered into the student's personnel record in accordance with Service policy.

b. **STUDENT ADMINISTRATION**

(1) **DRESS AND APPEARANCE**. The standards of dress and appearance for all individuals will conform to current regulations of the parent Service. Civilian attendee's dress will comply with the host installation's policy.

(2) STUDENT STATUS AND RESPONSIBILITIES

- (a) All students will be under the operational control of the host for academic training. All participating Service students will be afforded the same privileges as host personnel in the same category. The senior class member will be assigned as the class leader at the beginning of the course and will be responsible for maintaining good order and discipline.
- (b) Students will not normally be required to perform guard, housekeeping or other similar duties. Students may be assigned these duties under the circumstances shown in (1) through (4) below. When justified by one of these circumstances, duties will be assigned to students in different Services on an equitable basis and will be commensurate with individual grades.
 - Students will be required to clean and maintain their classroom and living area, as well as other duties, when deemed necessary by the instructor or class leader.
 - When disenrolled from school and awaiting orders in a disciplinary or casual status.
 - <u>3</u> During cleanup or recovery operations after an emergency.
 - 4 When these duties are integral to learning objectives within the POI.
- (3) **LEAVE, PASSES, AND LIBERTY**. Leave requests will be submitted through the supervisory chain of command established at the host site. Student personnel will not normally be granted leave while enrolled in the course. If the host for reasons such as holiday periods suspends academic training, students will be provided the opportunity to take leave. Emergency leave requests will be processed directly by the parent Service, in cooperation with the host. In those cases, the approving authority parent Service will notify the school commander in a timely manner. The participant Services may grant special liberty/pass with the approval of the host.
- (4) **ACADEMIC DISENROLLMENT**. Failure to meet academic standards can result in disenrollment of a student. A student may be reinstated into the course only with the approval from both the host and participating Service. Disenrollment will be accomplished by the host's registrar and subsequently forwarded to the participating Service. Each Service will process disenrollments on their students. A student retains the right to address an academic disenrollment through their Service chain of command.
- (5) **ACADEMIC REVIEW BOARD**. An academic review board will make recommendations on student retention, disenrollment, and remediation to the school commander. The board consists of equal representation by the appropriate Services.
- (6) **NONACADEMIC DISENROLLMENT**. Situations other than academic that prevent a student from completing course objectives will be grounds for nonacademic disenrollment. These reasons can vary widely and may include such situations as emergency leave, hospitalization, or problems with conduct and suitability. The decision to disenroll a student

normally belongs to the participating Service. The participating Service will accomplish disenrollment. The participating Service will inform the host of such action in writing, if possible, prior to any disenrollment action. Final appeal will be through the parent Service's chain of command. A student may be reinstated into the course only with the approval from both the host and participating Service.

(7) **COUNSELING**. Academic and nonacademic counseling will be conducted in accordance with the host's policies and procedures. Any staff member may perform counseling regardless of Service origin.

c. **STAFF ADMINISTRATION**

(1) FACULTY ASSIGNMENT

- (a) Each Service will provide instructor and support staff as agreed to in the manpower review. Each Service will, to the greatest extent possible, provide 100% manning of the agreed to requirement.
- (b) Each Service will recognize that the length and complexity of the training necessitates early arrival of staff to ensure no disruption of training due to lack of qualified personnel. Each Service will work towards programming the arrival of new personnel at the host as early as possible to allow for adequate indoctrination.
- (c) Each Service will ensure to the maximum extent possible that instructors serve a tour of three years or more to meet mutually agreed upon instructor requirements and provide timely replacements. A staggered rotation of instructors is preferred.
- (d) FOR TRAINING HOSTED BY THE AIR FORCE: Each Service will make every attempt to comply with the formal training requirements established by AETC in support of the Community College of the Air Force (CCAF), consistent with their Service policies and procedures. This will be a standard consideration for assignment selection and will, to the maximum extent possible, ensure that all instructors teaching CCAF degree applicable courses complete the required training. Upon assignment, instructors that do not meet the requirement will develop an associate degree plan through the education service office. All civilian instructors must have a degree from an accredited institution to be selected for instructor duty. The Office of Personnel Management (OPM) has established a minimum requirement of an associate degree for all civilian instructors (including other Services) who teach courses that result in credit toward an associate degree conferred by the CCAF.
- (2) **FACULTY SELECTION**. To the greatest extent possible, selection of Service faculty should be made based on demonstrated proficiency. (Document established experience requirements here.
- (3) **FACULTY DEVELOPMENT**. All instructors must graduate from an Instructor Training course and be certified by the Host school in accordance with the command's regulations and instructions. Services will make every effort to ensure instructors complete an ITC prior to reporting for duty.
- (4) **FACULTY DRESS AND APPEARANCE**. The standard of dress for all staff members will conform to current regulations of their parent Service and as dictated by training requirements. Authority for conducting formal personnel inspections will remain with the OIC of the respective Service detachment.
- (5) **OPERATIONAL CONTROL OF INSTRUCTORS**. All instructor and school support personnel will be under the operational control of the host during academic hours and will not be removed or used for other functions or details unless coordinated and agreed to by their parent Service. Services may not utilize instructor personnel during academic hours without the prior approval of the host.
- (6) **INSTRUCTOR STAFF AUTHORITY**. Instructors will exercise authority over the students in the class and will be under the control of the host. The instructor staff will preside over all students and be considered part of their supervisory chain of command.
- (7) **INSTRUCTOR EVALUATION**. Instructor evaluation will be in accordance with host directives. Instructors who are not performing within standards will be counseled, given an opportunity to improve and then recommended for removal from their position if they do not improve. The participating Service should be informed immediately of any performance problems. The participating Service will take action to remove the instructor's qualification for instructor duty when the host and participating Service determine the instructor is unable to perform after remediation and counseling. An instructor record will be established and maintained for each instructor. This record will include an education plan for completion of

requirements for instructor qualifications. Format of instructor records will comply with host requirements. Instructors may qualify for host/participating Services' Master Training Specialist designation.

- (8) **TRAINING SUPPORT STAFF**. Each Service will provide training support staff as determined by the manpower review. Each Service will work towards providing 100 per cent support staff manning requirements at all times. (This paragraph may document specific support staff requirements above instructor requirements for each Service. This paragraph does not include BOS manpower)
- (9) **COMMITTEES (If required)**. Proportional representation of staff members from each Service will be assigned to serve on the various standing committees of the program, i.e., curriculum, instructional planning and development, and various review committees.
- (10)**COURSE DIRECTOR SELECTION**. Services may agree to rotate the course director position and will document the agreement here. .

7. **RESPONSIBILITIES**

GENERAL

- (1) **PHYSICAL FITNESS TRAINING**. All military personnel will participate in physical fitness training in accordance with parent regulations/directives/instructions.
- (2) **FRATERNIZATION/UNPROFESSIONAL CONDUCT.** Students and permanent party personnel will adhere to DOD policies on fraternization/unprofessional conduct. All faculty, staff, and students from the participating Services will be briefed as to what this policy is and its applicability to their current assignment.
- (3) **SPECIALTY BADGES**. Any specialty badges that are warranted at completion of any training program are the sole responsibility of the Service that awards the badge.

b. THE HOST WILL:

- (1) Provide training management support for consolidated courses including, but not limited to, guidance and policy direction for training development, coordination of training requirements, and training material printing.
- (2) Provide general base support in accordance with the Interservice Support Agreement (ISA)
- (3) Provide and maintain appropriate training material, training aids, computers, and facilities to support training as required. The host has custody of and maintenance responsibility for all material, equipment, and supplies in support of this training. Each Service will retain custody of and maintenance responsibility for equipment in support of Service-specific training.
- (4) Provide and maintain office/administrative space for instructor and administrative staff, and real property accountability. Provide equal or better office/administrative space if relocated by the Host.
- (5) Brief all faculty, staff, and students on its applicable instructions, policies, and procedures. All faculty, staff and students will comply with instructions, policies, and procedures briefed by the host Service.
 - (6) Provide and fund any instructor training required by the host.
- (7) Ensure participating Service personnel are provided adequate time to attend their Service-unique functions provided it does not interfere with school mission requirements.
 - (8) Administer Life-Cycle Evaluation process.
- (9) Facilitate housing support for permanent party and TDY/TAD personnel on the same basis as for other personnel assigned/attached to the host site.
- (10) Provide barracks facilities in accordance with reference 2g. Allow for unit integrity whenever possible. Provide equal or better facilities if required to relocate by the Host. Provide for dining facilities.
 - (11)Administer the Hazardous Material program.
 - (12) Manage the life-safety programs: (in accordance with Host directives)
- (a) **SAFETY**. The host will provide safety program management and guidance for all instructors and students to include inspections, advice, and training, with particular reference to the following:
 - 1 Safety requirements peculiar to this training.
 - Perform annual inspections (spot checks if there are "High Risk" areas). Inspection reports will be sent from the host to the participating Services in a timely manner with corrective action/follow-up noted.

- 3 Class A/B mishap investigations will include representatives from the other Services. Subject to negotiations, a copy of all mishap reports (Class A/B/C) will be sent from the host to the participating Service(s)
- (b) **FIRE PROTECTION**. The host will provide and maintain fire control, protection, and preventive programs and services to include the periodic inspection of buildings, fire extinguishing equipment, and facilities.
- (13)Inform the participating Services on all administrative matters regarding participating Service personnel.

c. THE PARTICIPATING SERVICES WILL:

- (1) Ensure that their students are enrolled in Host Services' training management system
- (2) Fund any Service-unique portions of training, course evaluation, and facility equirements.
- (3) Fitness/Efficiency/Performance Reports will be prepared and managed by each respective Service in accordance with applicable directive. Evaluation input is invited and expected from all supervisors toward the preparation of these personnel evaluations.
 - (4) Participate in the Life-Cycle Evaluation process.

THE PARTICIPATING SERVICES' DETACHMENTS WILL:

- (1) Maintain all other records (personnel, medical, and dental). An emergency data card will be prepared and maintained by the host. Next-of-kin notification will be referred to the parent Service to be conducted in accordance with that Service's regulations and directives.
- (2) Retain authority associated with command of their permanent party personnel and students attending this training, including, but not limited to, administrative control, pay, discipline, and military matters.
- (3) Provide support to their personnel to include services for administration, logistical support, legal assistance, etc.
- (4) Exercise UCMJ jurisdiction over all permanent party and student members from their Service who are assigned to or undergoing training at the host location. Each Service shall also retain special and general courts-martial jurisdiction over their personnel who are assigned to or undergoing training at the host location.
- (5) Coordinate general military training requirements with the Host. If these requirements affect course training hours or require additional resources, they must be addressed in the proper financial planning cycle and be mutually approved. Resources to support these requirements are the responsibility of the Participating Service.
- (6) Keep the host informed on all matters regarding their respective personnel assigned to the host location, including UCMJ-related offenses, training requirement, and other issues which are required to be addressed by all participants.
- (7) The Service detachment will retain operational control of student personnel during non-academic hours.
 - e. **The** (other MOA signatories) will......
- 8. **FINANCIAL MANAGEMENT/FUNDING**: Resources will be provided in accordance with the ITRO regulation and the standing Resourcing Rules of Engagement.
- 9. **MANPOWER:** Manpower requirements will be determined in accordance with ITRO procedures.

10. SITE VISITS

- a. Site visits may be conducted by the participating Services with appropriate notification of the host. The purpose of these visits include, but are not limited to, morale checks, supervisory checks, training quality meetings, equipment adequacy, etc., necessary to ensure a high quality training environment. Unresolved discrepancies requiring corrective action will be documented and staffed appropriately.
- b. Authorized representatives of accrediting agencies will be permitted to visit and observe the didactic and clinical learning environments for a reasonable period of time.
- 11. **AGREEMENT AND ADMINISTRATION/TERMS**. This MOA is effective upon date of last signature and will remain so unless canceled by mutual agreement, by operation of rule or regulation, or because of national security requirements. The terms of this MOA may be reviewed and supplemented, as required, by mutual consent, provided such changes are accomplished by written agreement and attached hereto. Each party agrees to review this MOA as required by any party. Failure to obtain the signatures on the MOA by all parties may be the

basis for discontinuation of this training. Termination of this MOA will be in accordance with references 2a and 2b.

(Name) (Rank/corps) Commanding U.S. Army	Date
(Name) (Rank/corps) U.S. Navy	Date
(Name) (Rank) U.S. Air Force	Date
(Name) (Rank/corps) U.S. Marine Corps	Date
(Name) (Rank/corps) U.S. Coast Guard	Date